

APR 08 2002

PTO/SB/01 (10-01)

Approved for use through 10/31/2002. OMB 0651-0032  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**DECLARATION FOR UTILITY OR  
DESIGN  
PATENT APPLICATION  
(37 CFR 1.63)**☐Declaration  
Submitted  
with Initial  
Filing

OR

☒Declaration  
Submitted after Initial  
Filing (surcharge  
(37 CFR 1.16 (e))  
required)**Attorney Docket Number**

500939.000004

**First Named Inventor**

Nelson Waldo Bunker V

**COMPLETE IF KNOWN****Application Number**

10/043,654

**Filing Date**

01/10/2002

**Art Unit**

2131

**Examiner Name****As the below named inventor, I hereby declare that:**

My residence, mailing address, and citizenship are as stated below next to my name.

I believe I am the original and first inventor of the subject matter which is claimed and for which a patent is sought on the invention entitled:

Network Security Testing

(Title of the Invention)

the specification of which

☐

is attached hereto

OR

☒

was filed on (MM/DD/YYYY)

01/10/2002

as United States Application Number or PCT International

Application Number

10/043,654

and was amended on (MM/DD/YYYY)

(if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

| Prior Foreign Application<br>Number(s) | Country | Foreign Filing Date<br>(MM/DD/YYYY) | Priority<br>Not Claimed  | Certified Copy Attached? |                          |
|--|---------|-------------------------------------|--------------------------|--------------------------|--------------------------|
|  |         |                                     |                          | YES                      | NO                       |
|  |         |                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|  |         |                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|  |         |                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|  |         |                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

☐ Additional foreign application numbers are listed on a supplemental priority data sheet PTO/SB/02B attached hereto:

[Page 1 of 2]

Burden Hour Statement: This form is estimated to take 21 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

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**DECLARATION — Utility or Design Patent Application**Direct all correspondence to: ☒Customer Number  
or Bar Code Label**27644**

PATENT TRADEMARK OFFICE

OR ☐

Correspondence address below

Name

Address

City

State

ZIP

Country

Telephone

Fax

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

**NAME OF SOLE OR FIRST INVENTOR :**☐ A petition has been filed for this unsigned inventorGiven Name Nelson Waldo  
(first and middle [if any])Family Name Bunker V  
or SurnameInventor's  
Signature*Nelson Waldo*

Date 3-25-02

Dallas

Texas

USA

USA

Residence: City

State

Country

Citizenship

Mailing Address 6060 N. Central Expressway, Suite 560

Dallas

Texas

75206

USA

City

State

ZIP

Country

**NAME OF SECOND INVENTOR:**☐ A petition has been filed for this unsigned inventorGiven Name David  
(first and middle [if any])Family Name Laizerovich  
or SurnameInventor's  
Signature*David Laizerovich*

Date 3/25/02

Dallas

Texas

USA

USA

Residence: City

State

Country

Citizenship

Mailing Address 6060 N. Central Expressway, Suite 560

Dallas

Texas

75206

USA

City

State

ZIP

Country

☒ Additional inventors are being named on the 1 supplemental Additional Inventor(s) sheet(s) PTO/SB/02A attached hereto.



PTO/SB/02A (10-00)

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**DECLARATION****ADDITIONAL INVENTOR(S)**  
**Supplemental Sheet**  
Page 1 of 1

|  |                |   |                    |
|--|----------------|---|--------------------|
| <b>Name of Additional Joint Inventor, if any:</b>        |                | <input type="checkbox"/> A petition has been filed for this unsigned inventor |                    |
| Eva Elizabeth<br>Given Name                              |                | Bunker<br>Family Name or Surname  |                    |
| Inventor's Signature <i>Eva E. Bunker</i>                |                | Date <i>March 25, 2002</i>  |                    |
| Dallas<br>Residence: City                                | Texas<br>State | USA<br>Country  | USA<br>Citizenship |
| 6060 N. Central Expressway, Suite 560<br>Mailing Address |                |   |                    |
| Mailing Address  |                |   |                    |
| Dallas<br>City   | Texas<br>State | 75206<br>ZIP  | USA<br>Country     |
| <b>Name of Additional Joint Inventor, if any:</b>        |                | <input type="checkbox"/> A petition has been filed for this unsigned inventor |                    |
| Joey Don<br>Given Name                                   |                | Van Schuyver<br>Family Name or Surname  |                    |
| Inventor's Signature <i>Joey Don Van Schuyver</i>        |                | Date  |                    |
| Lucas<br>Residence: City                                 | Texas<br>State | USA<br>Country  | USA<br>Citizenship |
| 6060 N. Central Expressway, Suite 560<br>Mailing Address |                |   |                    |
| Mailing Address  |                |   |                    |
| Dallas<br>City   | Texas<br>State | 75206<br>ZIP  | USA<br>Country     |
| <b>Name of Additional Joint Inventor, if any:</b>        |                | <input type="checkbox"/> A petition has been filed for this unsigned inventor |                    |
| Given Name   |                | Family Name or Surname  |                    |
| Inventor's Signature                                     |                | Date  |                    |
| Residence: City  | State          | Country   | Citizenship        |
| Mailing Address  |                |   |                    |
| Mailing Address  |                |   |                    |
| City   | State          | ZIP   | Country            |

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PROPRIETARY INFORMATION AGREEMENT  
(hereinafter "Agreement")

WHEREAS, the undersigned, to wit:

1. **Nelson Waldo Bunker V,**
2. **David Laizerovich,**
3. **Eva Elizabeth Bunker, and**
4. **Joey Don Van Schuyer**

(hereinafter collectively referred to as **INVENTORS** and individually as **INVENTOR**),  
have made application for United States Letters Patent

- (a) \_\_\_\_\_ which was executed by the INVENTORS and is being filed herewith in  
the United States Patent and Trademark Office, entitled \_\_\_\_\_
- (b) X which was filed on **January 10, 2002** and known as Application No.  
**10/043,654**, entitled **Network Security Testing**
- (c) \_\_\_\_\_ which was filed on \_\_\_\_\_ and entitled \_\_\_\_\_

AND WHEREAS, Achilles Guard, Inc., a corporation organized and existing under the laws of Texas, and having its principal place of business at 6060 North Central Expressway, Suite 560, Dallas, Texas 75206 (hereinafter **COMPANY**), is desirous of protecting any and all information, including any and all trade secrets, in connection with the invention and its implementation as disclosed at least in part by the said application (hereinafter **Proprietary Information**);

AND WHEREAS, each INVENTOR acknowledges that at least a portion of the **Proprietary Information** is protected by having trade secret status (hereinafter "**Trade Secrets**");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each INVENTOR, intending to be legally bound, does hereby agree, for all time hereafter, regardless of the existence or absence of any employment relationship with COMPANY, not to disclose to anyone outside of COMPANY nor use for any purpose other than any work each INVENTOR may perform for COMPANY any **Proprietary Information** or **Trade Secrets**.

Each INVENTOR also hereby agrees not to disclose **Proprietary Information** or **Trade Secrets** to other COMPANY employees except on a "need-to-know" basis. "**Proprietary Information**" means all data and information, related to the said invention or its implementation, in whatever form, tangible or intangible, that is not generally known to the public and that relates

to the business, technology, practices, products, marketing, sales, services, finances, or legal affairs of COMPANY or any third party doing business with or providing information to COMPANY, including without limitation: information about actual or prospective customers, suppliers, and business partners; business, sales, marketing, technical, financial, and legal plans, proposals and projections; concepts, techniques, processes, methods, systems, designs, machines, devices, components, programs, code, formulas, research, conceptual work, experimental work, and work in progress. If any INVENTOR has any questions as to what information constitutes Proprietary Information or Trade Secrets, or to whom if anyone it may be disclosed, the INVENTOR will consult an officer of COMPANY. To the extent that, and so long as, an INVENTOR has any doubt as to whether any information constitutes Proprietary Information, the INVENTOR will treat the information as Proprietary Information. Further, to the extent that, and so long as, an INVENTOR has any doubt as to whether any information constitutes Trade Secrets, the INVENTOR will treat the information as Trade Secrets.

Each INVENTOR further acknowledges that any violation of this Agreement by the INVENTOR will cause irreparable injury to COMPANY and shall entitle COMPANY to extraordinary relief in court, including but not limited to temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

Each INVENTOR also agrees that waiver by either the INVENTOR or COMPANY of strict performance of any provision of this Agreement shall not be a waiver of, nor prejudice either party's right to require, strict performance of the same or any other provision in the future. If court proceedings are brought to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

Each INVENTOR further agrees that this Agreement shall be governed for all purposes by the laws of the State of Texas as such laws apply to contracts performed within Texas by its residents and that exclusive venue and exclusive personal jurisdiction for any action arising out of this Agreement shall lie in state or federal court located in Travis County, Texas. If a court declares any provision of this Agreement excessively broad, it shall be enforced to the maximum extent permissible by law. If a court declares any provision of this Agreement void, it shall be severed from this Agreement, the remainder of which shall remain in full force and effect. This Agreement sets forth the entire agreement of COMPANY and the INVENTOR as to the subjects discussed herein, and it may not be modified except by a subsequent written agreement signed by the INVENTOR and an officer of COMPANY. The terms and conditions of this Agreement shall survive any change in the nature of the INVENTOR'S employment relationship, if any, with COMPANY.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT,  
INVENTORS executed on the date(s) below indicated:

1)

Nelson Waldo Bunker V

INVENTOR: Nelson Waldo Bunker V

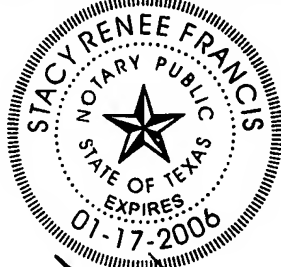
3-25-2002

Date

STATE OF Texas )

COUNTY OF Dallas )

BEFORE ME, the undersigned authority, on this 25 day of March, 2002, personally appeared **Nelson Waldo Bunker V**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will.



Stacy Renee Francis  
Notary or Consular Officer

2)

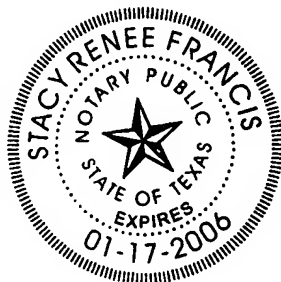
David Laizerovich  
INVENTOR: David Laizerovich

3/25/02  
Date

STATE OF Texas )

COUNTY OF Dallas )

BEFORE ME, the undersigned authority, on this 25 day of March, 2002, personally appeared **David Laizerovich**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will.



Stacy Renee Francis  
Notary or Consular Officer

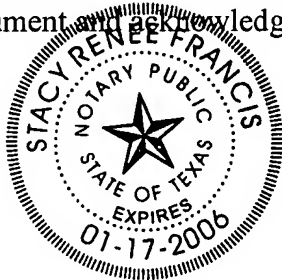
3)

Eva E. Bunker  
INVENTOR: Eva Elizabeth Bunker

March 25, 2002  
Date

STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, the undersigned authority, on this 25 day of March, 2002, personally appeared **Eva Elizabeth Bunker**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will.



Stacy Renee Francis  
Notary or Consular Officer

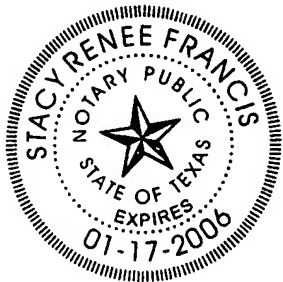
4)

Joey Don Van Schuyer  
INVENTOR: Joey Don Van Schuyer

March 25, 2002  
Date

STATE OF Texas )  
COUNTY OF Dallas )

BEFORE ME, the undersigned authority, on this 25 day of March, 2002, personally appeared **Joey Don Van Schuyer**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will.



Stacy Renee Francis  
Notary or Consular Officer